

Adopted at Meeting of 10/2/75

TABLED: September 25, 1975

MEMORANDUM

RESUBMITTED: October 2, 1975

3210

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: NON DISTURBANCE AGREEMENT
THE FIRST NATIONAL BANK OF BOSTON
SCHOOL, FRANKLIN URBAN RENEWAL AREA
MASS. R-155

The Authority has been requested by the First National Bank of Boston to execute a Non Disturbance Agreement to secure its continued occupancy of a portion of the Old City Hall which it holds as Lessee under a Lease from the Prime Lessee, the Old City Hall Land Mark Corporation.

A copy of the Proposed Agreement is attached.

I recommend that the following Vote be adopted.

VOTED: That the Director be and hereby is, authorized to execute a Non Disturbance Agreement by and between the Authority and the First National Bank of Boston in substantially the form of the Agreement presented to the Board.

Attachment

NON-DISTURBANCE AGREEMENT

This Indenture of Agreement entered into this day of , A.D. 1975 between BOSTON REDEVELOPMENT AUTHORITY, a public body, politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of Massachusetts, having its usual place of business in Boston, Massachusetts, hereinafter called the Prime Lessor, and THE FIRST NATIONAL BANK OF BOSTON, a national banking association, with a principal place of business in Boston, Massachusetts, hereinafter called the Sublessee.

WITNESSETH

WHEREAS, the Prime Lessor and Old City Hall Landmark Corporation, a Delaware corporation having an usual place of business in Boston, Massachusetts, and hereinafter called the Lessee, have entered into a certain Prime Lease dated June 11, 1970 and recorded at the Suffolk Registry of Deeds in Book 8373, Page 24, under which a certain parcel of real estate situated on School Street in said Boston has been demised to said Lessee, and

WHEREAS, Old City Hall Landmark Corporation sublet a portion of the aforesaid premises to the Sublessee by a Sublease dated September 21, 1970, notice of which was recorded at the Suffolk Registry of Deeds in Book 8468, Page 499, which sublet premises are more particularly described in said Sublease, and

WHEREAS, the Sublessee is desirous of insuring its continued occupancy of the subleased premises and its expenditures and investment made in connection with the same during the term of the sublease and any subsequent option renewal periods exercised by it from the consequences of a termination of the Prime Lease prior to the termination of the Sublease

NOW THEREFORE, in consideration of the mutual promises, agreements and undertakings herein contained and of the payment of the sums of One (\$1.00) Dollar each to the other paid by the parties hereto, the respective payments and receipts whereof are hereby acknowledged, it is agreed between the parties hereto, as follows, Viz:

FIRST: During the original term of the Sublease executed between the Lessee and the Sublessee and/or during the term of any of the option renewal terms thereunder exercised by the Sublessee thereafter, if the Lessee shall commit a default or suffer the same to exist under the

provisions of the said Prime Lease dated June 11, 1970, whereby the Prime Lessor repossesses itself of its former estate or reversionary interest in the premises demised to the Lessee, the Prime Lessor shall continue to recognize the Sublessee as the tenant of the afore-described subleased premises and the buildings and improvements thereon under the same terms and conditions as in said sublease contained and, upon the payment of the rent as in said sublease reserved, said Sublessee shall peaceably and quietly continue to have, hold and enjoy the said subleased premises and said buildings and improvements thereon throughout the remainder of the subleased term and any subsequent option renewal periods thereafter exercised by said Sublessee under the same terms and conditions as in said sublease contained which the Lessor agrees to observe and perform.

SECOND: In the event of such failure or default of the Lessee and the repossession of its former estate and reversionary interest in the demised premises by the Lessor under the provisions of the Prime Lease dated June 11, 1970, the Sublessee agrees to undertake, perform and observe all the terms, agreements, conditions and provisions of said sublease, including the payment of the rents as hereinbefore recited, to and for the benefit of the Prime Lessor in the same manner and to the same extent that said Sublessee was obligated under the sublease to perform and observe the same for the benefit of the Lessee, as fully and in all respects as if said sublease had originally been executed between the parties hereto.

THIRD: The parties hereto shall make all attornment and execute and deliver all instruments and perform all other acts deemed necessary to effectuate and carry out the provisions of this agreement upon demand.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their seals affixed hereto, by their respective officers thereunto duly authorized, in duplicate, on the day and year first above written.

Witnesses to signatures:

BOSTON REDEVELOPMENT AUTHORITY

By _____

THE FIRST NATIONAL BANK OF BOSTON

By _____
Its Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1975

Then personally appeared the above-named
of the BOSTON REDEVELOPMENT AUTHORITY, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said BOSTON REDEVELOPMENT AUTHORITY, before me,

Notary Public

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

, 1975

Then personally appeared the above-named Gordon K. Wentworth, Senior Vice President of THE FIRST NATIONAL BANK OF BOSTON, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said THE FIRST NATIONAL BANK OF BOSTON, before me,

Notary Public

My commission expires: